

Bay Smelting Company

EXCLUSIVE DISTRIBUTORS OF CALCIUM CHLORIDE
MANUFACTURERS OF ZINC SULPHATE

4110 EAST 11th STREET
TACOMA, WASHINGTON
WA. 7-2275

2520 - ONTARIO AND BROADWAY
SUITE 201
VANCOUVER 10, B.C.

May 10, 1960

Kaiser Gypsum Company, Inc.
5931 East Marginal Way
Seattle, Washington

Attention: Mr. L. J. Hansen

Subject: Liquid Calcium Chloride Installation

Gentlemen:

This is a contract to install tanks and furnish Kaiser Gypsum with liquid Calcium Chloride.

The terms are as follows:

1. Bay Smelting Company will guarantee an uninterrupted supply of pure Calcium Chloride in the proportion of four (4) pounds per gallon, unless the interruption in said supply is caused by conditions or parties over which Richard Camp and Bay Smelting Company have no control.
2. This solution of Calcium Chloride will have the following specifications:

	<u>Weight percent</u>
Calcium chloride, 100%, CaCl_2 , minimum	36.00
Magnesium, as MgCl_2 , maximum	0.25
Alkali chlorides, as NaCl , maximum	1.00
Other impurities, maximum	0.50
Water	balance

3. Bay Smelting Company will furnish and install a 2000 gallon tank (plastic lined), pumps, plastic piping and any other equipment necessary to bring the material to the mixing tank. After a thirty (30) day trial, this contract will become effective. If the system does not prove to be satisfactory, Bay Smelting Company will remove it at no cost to Kaiser Gypsum. I will lease you this equipment for one dollar (\$1.00) per year with no installation or removal charge. All equipment to remain the property of Richard Camp at all times. Kaiser Gypsum will hold Richard Camp and Bay Smelting Company free of all claims while tank is on Kaiser Gypsum property. Richard Camp and Bay Smelting Company will not hold Kaiser Gypsum responsible for damage or loss to said equipment due to circumstances beyond Kaiser Gypsum's control.

Bay Smelting Company

EXCLUSIVE DISTRIBUTORS OF CALCIUM CHLORIDE
MANUFACTURERS OF ZINC SULPHATE

4110 EAST 11th STREET
TACOMA, WASHINGTON
WA. 7-2275

2520 - ONTARIO AND BROADWAY
SUITE 201
VANCOUVER 10, B.C.

4. Bay Smelting Company will maintain, at no cost to Kaiser Gypsum, all the equipment installed by Bay Smelting Company, on Kaiser Gypsum property at all times. Kaiser Gypsum will notify Bay Smelting Company of any defects as the equipment is guaranteed for one year to Bay Smelting Company.
5. This contract is for a three year period except that Bay Smelting Company or Kaiser Gypsum has the privilege of cancellation if written notice is given thirty (30) days in advance.
6. The material will be supplied to the Kaiser Gypsum plant, 5931 East Marginal Way, Seattle, Washington, at a cost of ~~fourteen~~ (14) cents per gallon, f.o.b. your plant. The material will come from Hooker Chemical Company and is guaranteed to be as stated above. Hooker Company holds samples of each load for sixty (60) days after delivery date.
7. At the end of the three (3) year period, both parties to this contract will negotiate a new contract for another set period of time. Kaiser Gypsum may negotiate the outright purchase of said equipment at any time during the period of
8. Bay Smelting Company term of payment is "net 10th of following month." the contract.
9. In case Bay Smelting Company fails to deliver in a reasonable time, Kaiser Gypsum is free to order direct from either of two manufacturers (Reichhold Chemical, Inc. or Hooker Chemical Company). Any such action by Kaiser Gypsum will not effect the contract in any way.
10. Should Richard Camp sell the Bay Smelting Company to a third party, such sale would be subject to all conditions of this contract.

This contract accepted this

10th day of May 1960

BAY SMELTING COMPANY

BY

Richard Camp

TITLE

owner

This Contract accepted this

16 day of May 1960.

KAISER GYPSUM COMPANY

BY

RW Guig

TITLE

KG2002810